Michael D. Braun (167416) BRAUN LAW GROUP, P.C. 86:31 Md 2- MUL 80 12400 Wilshire Blvd., Suite 920 OFFER DESTRUCT OF CHEMICALA Los Angeles, CA 90025 3 Tel: (310) 442-7755 Fax: (310) 442-7756 E-mail: service@braunlawgroup.com 4 вŸ: DEPHTY 5 Roy A. Katriel (pro hac vice application to be filed) THE KATRIEL LAW FIRM, PLLC 1101 30TH Street, NW Suite 500 6 Washington, DC 20007 (202) 625-4342 (202) 330-5593 7 Tel: Fax: E-mail: rak@katriellaw.com 9 Counsel for Plaintiff 10 UNITED STATES DISTRICT COURT 11 SOUTHERN DISTRICT OF CALIFORNIA 12 13 CASE NO 08 CV 0978 BEN BLM JPA FURNITURE INC., ON BEHALF OF) ITSELF AND ALL OTHERS SIMILARLY) 14 **CLASS ACTION** 15 SITUATED, COMPLAINT Plaintiff, 16 17 JURY TRIAL DEMANDED ν. GLOBAL CHECK SVC., 18 Defendant. 19 20 21 22 23 24 25 26 27 28

Document 1

Case 3:08-cv-00978-BEN-BLM

Filed 06/02/2008

CASE NO .:

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NATURE OF THE ACTION

1. Plaintiff JPA Furniture Inc. ("plaintiff" or "JPA Furniture") brings this action individually and on behalf of all others similarly situated, to seek redress for defendant Global Check Svc.'s ("defendant" or "Global Check") violations of: the California Unfair Competition Law, Section 17200 of the California Business and Professions Code; the California Consumer Legal Remedies Act, Section 1750 et. seq. of the California Civil Code; the common law of unjust enrichment, as well to seek redress for defendant's breach of contract. Plaintiff operates a number of furniture stores known by their business trade name as "The 99 Dollar Furniture Store." As part of its business operations, plaintiff entered into a contract with defendant pursuant to which defendant was to provide plaintiff with Accounts Receivable Conversion and Check Guarantee services. Pursuant to the terms of this standard contract, plaintiff was to pay Global Check a pre-set fee for each check processing transaction, and was also subject to a minimum charge during the term of the contract. Despite this agreement, during the term of the contract, Global Check sent plaintiff and similarly situated customers of defendant a letter in which Global Check informed its customers that it had unilaterally imposed a change of terms to the contract, including, but not limited to, an increase in the processing fees that it would charge per transaction. When JPA Furniture complained and attempted to exit the contract (now that its terms had been unilaterally altered by defendant), Global Check informed JPA that it would still be liable for the minimum fees under the contract, regardless of whether Global Check had changed the contractual terms to which the parties had agreed. Global Check also indicated that any cancellation by JPA Furniture would result in a cancellation penalty being imposed. Any and all attempts by JPA Furniture to either restore the contract to the actually agreed-upon terms or to cancel the contract were soundly rebuffed by Global Check. Because the foregoing represents a standard form contract drafted by defendant as well as a standard form of practice by Global Check against customers similarly situated to JPA Furniture, plaintiff brings this action as a class action to seek redress on behalf of itself and all others similarly situated.

PARTIES

Filed 06/02/2008

- 2. Plaintiff JPA Furniture Inc. is a corporation organized under the laws of the State of Arizona, and having its principal place of business at 1860 W. Broadway Road, in Mesa, Arizona 85202. Plaintiff operates a number of furniture and accessory stores in Arizona. As part of its business operations, on or about June 2006, plaintiff entered into a contract with defendant Global Check, pursuant to which Global Check was to provide Accounts Receivable Conversion and check guarantee services for plaintiff. A copy of this saindard language contract that was drafted by Global Check is attached hereto as Exhibit 1 to this complaint.
- organized under the laws of the State of California, and having its principal place of business at 266 S. Magnolia Avenue, Suite 201 in El Cajon, California 92020. Global Check is engaged in the business of, *inter alia*, providing account receivable conversion and check guarantee services to retailers and other merchants. Global Check touts itself as being the "leader in the Check Protection Industry" and as "servic[ing] thousands of quality reputable businesses throughout the U.S. and Canada." On or about June 2006, Global Check entered into a contract with JPA Furniture to provide accounts receivable conversion and check guarantee services to plaintiff. After the parties executed and had performed under the terms of the contract, Global Check sent plaintiff and, upon information and belief, similarly situated merchants, a notice indicating that Global Check had unilaterally implemented changes to the parties' agreement, including the fees that would be charged by Global Check and the procedures that plaintiff would be required to follow to obtain Global Check's services.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over defendant, as defendant is located and has its principal place of business within this judicial district. Further, this Court has personal jurisdiction over both parties because both have agreed to a forum selection clause submitting themselves to the jurisdiction of this Court to resolve any legal disputes arising out of their agreement. Venue is similarly proper in this Court because: defendant is located within this judicial

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district; it transacts business within this judicial district; and, all acts complained of arose and were directed from within this judicial district.

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5. Counts I-IV of the Complaint alloge claims for violations of the California Unfair Competition Law, California's Civil Remedies Act, breach of contract, and the common law of unjust enrichment, respectively, and all seek to represent a national class of customers of defendant Global Check on whom, during the Class Period defined herein, defendant unilaterally imposed a change of terms to their contractual agreement while these putative class members were parties to a contract with defendant. As such, this Court has subject-matter jurisdiction over this class action complaint pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. Section 1332(d) (as amended 2005).

THE SERVICES OFFERED BY DEFENDANT

- 6. Defendant provides Accounts Receivable Conversion ("ARC") and check guarantee services to contracting merchants. As more fully described below, these services cater to retailers that accept check payments from their customers by, inter alia, allowing the customer to spread their check payment for the purchased merchandise over a number of payments, while also, under certain circumstances, guaranteeing to the merchant payment for the check purchase. In return for its services, Global Check charges the merchant a "per transaction" fee, as well as a minimum or monthly fees during the term of Global Check's contract with the merchant.
- 7. Global Check's ARC and check guarantee programs essentially function like a payment plan that is offered to allow customers of the contracting merchants to purchase merchandise over a period of time. The check guarantee portion of defendant's program, moreover, serves to ensure that, assuming certain circumstances are met, defendant will guarantee payment to the merchant for the amount of the original transaction, should the customer's checks subsequently be dishonored.
- According to Global Check's sales brochure, a pertinent portion of which is attached 8. hereto as Exhibit 2, its Accounts Receivable Conversion services work by: allowing a merchant's customer to purchase an item of merchandise; pay by check; take possession of the merchandise upon the sale; yet, be permitted to spread the payment for the merchandise over a 90-day period

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through the use of several checks. For its part, upon receiving the appropriate information from its contracting merchant (including an ARC agreement signed by the purchasing customer, driver's license for the purchasing customer, and copies of the checks used by the purchasing customer). Global Check provides the merchant an approval code, which can either be in the form of a "G" (Guaranteed), "V" (Verified), or "D" (Declined). If Global Check issues a "G" (Guaranteed) code, the funds are guaranteed by Global Check to the merchant. If Global Check issues a "V" (Verified) code, the funds are verified, and although not guaranteed by Global Check, it will assist the merchant in collecting the fees if the customer's check is later dishonored. If Global Check issues a "D" code, the customer has been declined or rejected for participation in Global Check's ARC program, and Global Check will not process the transaction.

9. As is further explained in Global Check's written sales presentations to its merchants, Global Check charges the merchant a one-time initial setup fee of \$500 (and \$250 for additional locations). In addition, Global Check charges the merchant a fee for each ARC Conversion and Guarantee transaction that it processes. Global Check also charges its contracting merchants a minimum monthly fee, regardless of the number of transactions processed.

THE BOILERPLATE GLOBAL CHECK CONTRACT

- 10. On or about June 2006, plaintiff executed a contract ("the Contract"), pursuant to which it agreed to receive ARC and check guarantee services from defendant Global Check. A copy of that executed contract is attached hereto as Exhibit 3. The Contract is a standard-form boilerplate agreement drafted by defendant.
- The Contract provides the terms under which defendant was to provide ARC and 11. check guarantee services and pursuant to which plaintiff was to compensate defendant.
- Under the terms of the Contract, plaintiff was to be charged a fee totaling 1.39 12. percent of each ARC Conversion & Guarantee transaction performed by defendant. The Contract also provided that a monthly fee of \$ 0.20 would be charged by defendant for each "inquiry" made by plaintiff of defendant. Lastly, the Contract provided that plaintiff would be liable for a \$5.00 monthly fee for each month of the Contract. See Exhibit 3, at § 5.

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13. The Contract also contained a prominent disclaimer to the Fee Schedule section, providing that "No part of this document may be waived or altered." Id.

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- 14. Despite the inclusion of this explicit fee schedule and this unambiguous disclaimer. the Contract also provided, in a different section, that "[m]erchant shall receive via mail fee schedule and operating instructions. If schedule differes from below, use or installation constitutes acceptance of schedule." Id. at § 1.
- 15. Following its execution of the Contract, plaintiff began using defendant's services and was charged according to the terms of the Contract.

DEFENDANT'S SUBSEQUENT UNILATERAL CHANGE TO THE TERMS OF THE **EXECUTED CONTRACT**

- 16. Several months after plaintiff executed the Contract and well after he began using defendant's services, he, like all other similarly situated merchants received a form letter from defendant. A copy of that form letter is attached hereto as Exhibit 4.
- 17. Defendant's undated letter informed JPA Furniture that, "[t]his letter is to introduce new procedures and changes to the existing ARC program." See Ex. 4. Among the "new procedures" and "changes to the existing ARC program" that defendant unilaterally purported to impose, the letter described that, effective November 1, 2007, defendant would henceforth implement a "near removal of V code items." /d. As such, Global Check would no longer offer a "V" (Verified) code, pursuant to which it previously had assisted in the collection of these nonguaranteed funds, should the customer's checks alter be dishonored.
- More troubling, however, is that defendant's letter also purported to unilaterally 18. impose a change to defendant's pricing and fee schedule. As the letter provided, "In order to provide the desired level of service some changes were made to procedures and pricing. These are outlined below. These changes will go into [sic] effect Nov 1st." (Id.). Among the changes to defendant's pricing that Global Check was now unilaterally imposing on JPA Furniture and similarly situated merchants were that: "[t]he current rate will increase by 3.7%. This is to cover the level of service desired." The letter further provided that "[t]he monthly fee will increase %5.00 for those merchants who have been on service over a year." The letter also provided that "[t]he

monthly minimum will increase \$5.00 for those merchants who have been on service over a year." (ld.).

19. At no time did plaintiff agree to these unilaterally imposed changes—changes that directly contradicted the express terms of the Contract previously executed by plaintiff.

PLAINTIFF'S ATTEMPT TO EXIT THE CONTRACT IN LIGHT OF DEFENDANT'S UNILATERALLY IMPOSED CHANGES, AND DEFENDANT'S REACTION

- 20. In light of these material changes purportedly being imposed unilaterally by Global Check in contravention of the prior agreement. plaintiff immediately contacted defendant to inform Global Check that JPA Furniture did not accept these changes, and consequently was opting to terminate the parties' agreement. By letter dated, November 1, 2007, which is attached hereto as Exhibit 5, plaintiff's owner wrote Global Check. informing defendant that, "[e]ffective today November 1, 2007 we will no longer utilize the ARC-90 day program and check conversion as agreed in our contracts. We will not pay any cancellation fee; the rate increase you have made is not feasible for us or our customer [sic] to bear." (Ex. 5). In the same letter, plaintiff assured Global Check that "[w]e will continue to provide you with any and all information requested to help with collections of any and all funds transfers." (Id.). JPA Furniture's letter also demanded from defendant to, "[p]lease fax a letter of acceptance for the termination of the ARC program and Check Conversion Processor through Global." (Id.).
- 21. Rather than accept JPA Furniture's letter, defendant informed JPA Furniture that they could not exit the Contract, regardless of the material and unilateral changes that Global Check had imposed. Global Check instead informed JPA Furniture that it would continue to accrue and be debited monthly minimum fees in the amount of \$25.00 per month, and that if JPA Furniture "terminated" the Contract during its pending term, it would be assessed a \$200.00 forfeiture penalty, which Global Check would automatically deduct from plaintiff's account.
- 22. When the principals of JPA Furniture called to complain and follow up on their letter, Global Check's sales representative dismissed their complaints derisively, laughed at them, and told them, in effect, that Global Check could do whatever it wanted.

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23. Since defendant's unilateral imposition of its price changes, JPA Furniture has not used defendant's ARC or Check Guarantee services for any new transactions. Nevertheless, as a result of Global Check's unilateral imposition of the changes to the Contract, plaintiff's continue to be debited by Global Check \$25.00 each month for monthly and/or minimum monthly fees. Further, Global Check continues to assert that it will debit and directly deduct \$200.00 from plaintiff's account, should JPA Furniture persist on exiting the agreement between the parties (an agreement that Global Check has entirely altered and dishonored).

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- 24. Plaintiff, therefore, is effectively held economically hostage to defendant's unilaterally whim, being debited monthly fees for a service that it no longer uses and to whose altered terms it never agreed.
- 25. All the foregoing is made all the more burdensome on plaintiff because in order to obtain Global Check's services in the first instance, it expended significant money in leasing check reading machines that defendant indicated were necessary to obtain its services.

CLASS ACTION ALLEGATIONS

- 26. Pursuant to Federal Rule of Civil Procedure 23 and to Section 1781 of the California Civil Code, plaintiff seeks to bring this action as a class action on behalf of all similarly situated contracting customers of defendant Global Cheek who, during the class period and during the terms of their contracts were subjected to a fee increase or other contractual change of terms imposed by defendant. The class period spans from June 6. 2004 and going forward until this matter is resolved.
- 27. Class certification of this action is appropriate because the number of affected class members is too numerous so as to make joinder impracticable. Although the precise number of affected class members is presently unknown to plaintiff, based on defendant's representation that "Global Check proudly services thousands of quality reputable businesses throughout the U.S. and Canada," plaintiff believes that there are a sufficient number of putative class members to satisfy the numerosity requirement for class certification.

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28. Class certification is also appropriate because this action raises a question of general interest affecting all putative class members; namely, whether defendant's practice of unilaterally imposing fee increases and other contractual changes while a contract purportedly existed between Global Check and contracting merchants is an unfair business practice, a violation of the Consumer Legal Remedies Act, a breach of contract, or otherwise violates the common law of unjust enrichment.

Document 1

29. Plaintiff is a proper and typical class representative to represent the interests of the absent class members. Plaintiff is a member of the class, and the harm it sustained as well as the relief it seeks is co-extensive with that of all absent class members. Specifically, plaintiff alleges that, while under a purportedly governing contract with Global Check, defendant imposed upon plaintiff a fee increase and other contractual term changes, and that that action represents an unfair business practice, a violation of the Consumer Legal Remedies Act, a breach of contract, and/or unjust enrichment. Plaintiff has retained competent counsel, experienced in class action and consumer litigation to prosecute this action on behalf of the class.

COUNT I

(UNFAIR BUSINESS PRACTICE UNDER CALIFORNIA UNFAIR COMPETITION LAW, SECTION 17200 ET. SEQ. OF CALIFORNIA BUSINESS AND PROFESSIONS CODE)

- 30. Plaintiff hereby incorporates by reference every allegation of this Complaint with the same force and effect as if it had been fully restated herein.
- Defendant's practice of imposing a fee increase on subscribers who were under a 31. purportedly governing contract with defendant amounts to an unfair, unlawful, and/or deceptive business practice within the meaning of California's Business and Professions Code, Section 17200 et. seg. of the California Business and Professions Code.
- Plaintiff and the members of the class it seeks to represent all conveyed money to 32. desendant. Thus, plaintiff and the class members all have been injured by being forced to pay defendant either increased monthly subscription fees, increased monthly, and/or increased minimum monthly fees that defendant had no legal basis to collect or impose. As such, plaintiff and the class

 members have standing to and do hereby seek an order of restitution restoring to them these excess fees paid to defendant.

- 33. Plaintiff and the class members also have standing to and do hereby seek an order declaring defendant's practice to be in violation of the California Unfair Competition Law, enjoining defendant from imposing or collecting any increased fees that are not itemized in the contract signed by the class members, and requiring defendant to restore any increased fees collected to the aggrieved class members.
- 34. Plaintiff and the class members also have standing to and do hereby seek an order directing defendant to pay plaintiff's attorneys' fees and costs of suit.

COUNTI

(CONSUMER LEGAL REMEDIES ACT, SECTION 1750 ET. SEQ. OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE)

- 35. Plaintiff hereby incorporates by reference every allegation of this Complaint with the same force and effect as if it had been fully restated herein.
- 36. Defendant's practices, as alleged herein, violate the Consumer Legal Remedies Act, including but not limited to Sections 1770(9), 1770(14), and 1770(19) of the California Civil Code.
- 37. Defendant's violations of the Consumer Legal Remedies Act have injured and damaged plaintiff and the members of the class it seeks to represent by imposing upon them increased fees and changed contractual terms that defendant had no legal authority to impose or collect.
- 38. Plaintiff will provide written notice and demand to defendant as is required under the California Civil Code prior to seeking monetary damages for redress of these CLRA violation, and will amend this Complaint to include a plea for money damages as redress for these CLRA violations, once this communication and demand is made. Until such time, plaintiff's CLRA count seeks solely injunctive and declaratory relief.
- 39. Pursuant to Section 1781 of the California Civil Code, plaintiff brings this action as a class action on behalf of all similarly situated contracting customers of defendant Global Check who, during the class period and during the terms of their contracts were subjected to a fee increase

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or other contractual change of terms imposed by defendant. Plaintiff seeks recovery of its and the class members' actual damages (or alternatively, statutory damages), as well as declaratory and injunctive relief, including a declaration that defendant's practices violate the Consumer Legal Remedies Act, enjoining defendant from imposing or collecting fee increases during the pendency of governing contracts with subscribers, restoring all moneys paid by plaintiff and the class members in the form of improper and/or unlawful subscription fee increases to plaintiff and the class members, as well as any other relief that the Court deems just and proper.

- 40. Because defendant's position is so clearly baseless and without merit or any legal justification, and because defendant has used this baseless interpretation of their agreements with their subscribers to effectively extort fee increases from plaintiff and the class members, plaintiff also seeks an award of punitive damages against defendant pursuant to Section 1780(a)(4) of the California Civil Code.
- 41. Plaintiff is also entitled to and hereby seeks an order directing defendant to pay plaintiff's reasonable attorneys' fees and costs of suit, as awarded by the Court, pursuant to Section 1780(d) of the California Civil Code.

COUNT III

(BREACH OF CONTRACT)

- 42. Plaintiff hereby incorporates by reference every allegation of this Complaint with the same force and effect as if it had been fully restated herein.
- 43. Defendant's act of unilaterally imposing a change to the services it provided and the fees it would charge for its services, even while plaintiff and the class members were under a governing contract with defendant, amounts to a material breach of Global Check's contracts with plaintiff and the class members. By operation of law, defendant's contracts with plaintiff and the class members also were subject to an implied covenant of good faith and fair dealing. Defendant's actions, as alleged herein, also independently amount to a breach of this implied covenant, and hence a breach of contract.
 - 44. There is no legal excuse or justification for defendant's breach.

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- 45. Defendant's breach of contract was material, and has proximately caused plaintiff and the class members to sustain damages, including but not limited to, increased transaction, monthly, monthly minimum, and or early cancellation fees.
 - 46. Plaintiff has performed all of its obligations under the Contract.

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- 47. Plaintiff is entitled to compensatory and consequential damages for defendant's breach.
- 48. Plaintiff is entitled to punitive damages for defendant's conduct in baselessly imposing a unilateral change of contract terms to extort money from its contract merchants.

COUNT IV

(COMMON LAW OF UNJUST ENRICHMENT)

- Plaintiff hereby incorporates by reference every allegation of this Complaint with the 49. same force and effect as if it had been fully restated herein.
- 50. Plaintiff and the class members all conferred a benefit on defendant in the form of money paid to defendant.
- 51. Defendant appreciated these benefits conveyed upon it by plaintiff and the class members, as defendant, inter alia, reported in its advertisements as to the many merchants that it served.
- 52. Given that defendant had no legal authority to collect the increased fees from plaintiff and the class members, it would be inequitable to permit defendant to keep these benefits (in the form of increased fees paid by plaintiff and the class members), as it would unjustly enrich defendant at the expense of plaintiff and the class members.
- Plaintiff and the class members are, therefore, entitled to and do hereby seek an order 53. directing defendant to disgorge its ill-gotten gains conveyed upon them by plaintiff and the class members. Plaintiff also seeks an order directing payment of plaintiff's attorneys' fees and costs of suit, as awarded by the Court, under the common fund or common benefit doctrine, as well as any other relief that the Court deems just and proper.

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PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for an order from this Court directing the following:

- a. designating plaintiff and his counsel as class representative and class counsel, respectively;
- b. entering judgment in favor of plaintiff and the class, and against defendant, on all counts;
- c. directing that this action may be maintained as a class action before this Court on behalf of the class pleaded herein;
- d. awarding plaintiff and the class members their actual damages, or alternatively statutory damages;
- e. directing that defendant restore to plaintiff and the class members the moneys paid by them to defendant in the form of transaction, minimum, and/or monthly minimum fee increases, and/or early cancellation fees;
 - f. directing that defendant disgorge its ill-gotten gains;
- g. ordering that defendant be liable for punitive damages as determined by the fact-finder;
- h. declaring defendant's conduct unlawful, unfair business and/or deceptive practices, and enjoining defendant from continuing the practices complained of herein;
- i. directing that defendant pay plaintiff's attorneys' fees and costs of suit, as awarded by the Court; and,
- j. awarding such other relief as the Court deems just and proper.

Plaintiff demands a jury trial on all counts so triable.

Dated: June 2, 2008

Michael D. Braun

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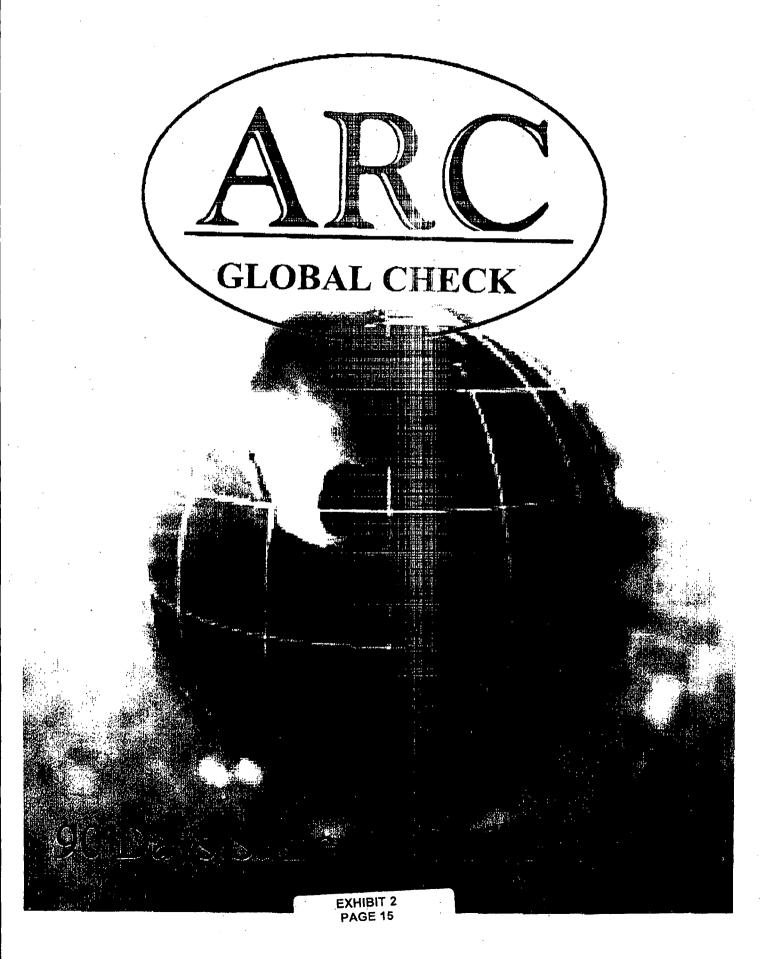
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EXHIBIT 1

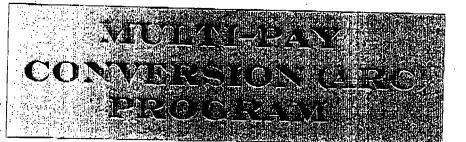


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EXHIBIT 2

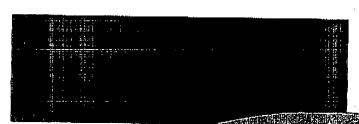


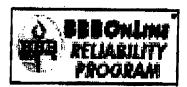






WHO IS GLOBAL CHECK?





Establishes Virginia III (1)

Seminari Olas Sucration

Seminari Olas Su





What is the Multi-Pay Conversion (ARC) Program?

The Multi-pay conversion program is a program that allows the customer 90 days payment option via Account Receivable Conversion (ARC).

This means that a customer can take the item home TODAY and have up to 90 days to pay for it.

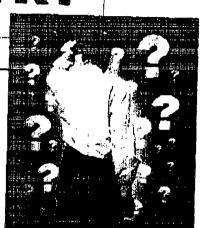
- * No Credit Checks!
- * Fast Approvals
- * Guaranteed Funds

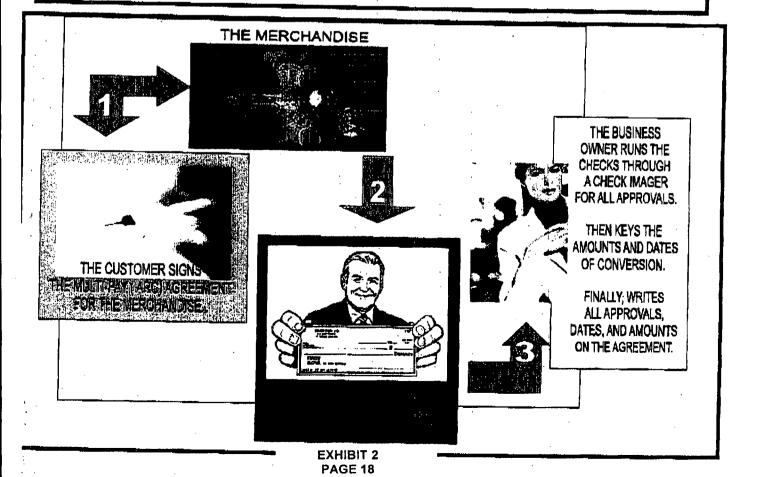
What is ARC?

Account Receivable Conversion (ARC) is a reccurring payment that is programmed to ACH the customers bank account for the agreed upon dates and amounts.

How does the Process work?

The process is easy as 1... 2... 3...





- You Can charge a \$25.00 Flex Payment Fee per check!
- Make a \$100.00 Bonus every time this system is used!
 (If the customer uses 4 checks over 90 days.)
- . WITH NO RISK TO YOU!

The affordable cost is passed on to your customers.



Develop a long term relationship with all your Customers.



WHAT ARE THE BENEFITS?

Each check can be written for a maximum of \$2500.00.

Accept an unlimited number of checks within the 90 days.

View statements online in real time.

If an ACH bounces - G.C. will attempt to collect the funds from the customers bank account or fund the business on the 10th or the 25th of the month, whichever occurs first.

The Flex Pay Fee of \$25.00

\$1000 Purchase



4 CHECKS



\$25



\$25



\$25

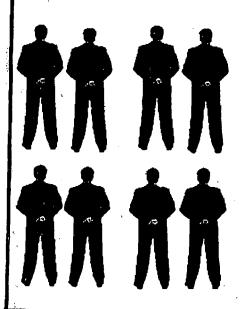


\$25

\$100 Extra Money Per Month

One ARC Agreement

on



2 Customers a week equals
8 Customers a month and
4 Flex Pay Fees equals \$800.00.

 $8 x^{100} = 800$

Flex Pay Fee Bonuses Per Month

\$800 X 12 Months = \$9600

Flex Pay Fee Bonuses Per Year

EXHIBIT 2 PAGE 20

SAMPLE PURCHASE OF \$1000.00

This sample
Purchase is without
the Flex-pay Fee
Various Transaction
Combinations
Dollar amounts flowing
From left to right

Check #1023 60th

Check #1024 90th

2003 to 2004, \$39.3 trillion dollars in checks were circulated.
45% of all consumers where checkwriters.
The national average check was \$1070.50

Checks are subtle in a line mondainent.

You cannot afford to miss this opportunity

THE CODES & MORE....

I have the capability to view accounts in real time that are on the VISA Net work.

Sample Code 1234G

If approved with a "G" code the Merchant's funds are Guaranteed

The Merchant will receive their funds usually within 24 to 72 hours.....

Predicated Upon (*) Merchant Compliance.

After scanning the check, the information will proceed to the Visa Network for approval. If declined by the Visa Network, the information proceeds to the NCN. If rejected by the N.C.N., G.C.S. will review the information for approval.

The Codes appear 6 on the receipt from the Terminals

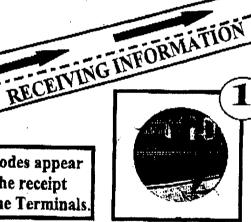


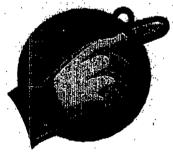
EXHIBIT 2 PAGE 22



Sample Code 1234V

If approved with a "V" code, the merchant can feel confident that the check is probably good.

A "V" code is given when Visa and NCN reject the sale and GCS Sees nothing derogatory on the customer. This gives the merchant the final say to accept or reject the sale. If the check bounces GCS will aggressively pursue recovery.



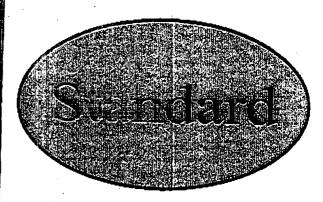
At this time 33% of Banks are on the VISA Network.

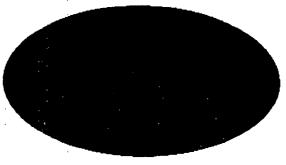
The number of Banks on this Network is growing annually.

(*) CHARGE BACKS

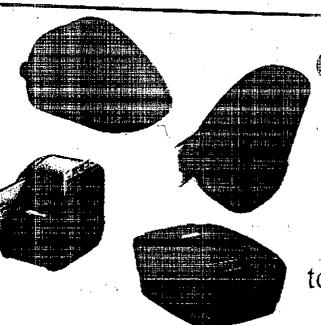
A charge back may occur if the transaction was a result of any form of fraud. Merchants may avoid charge backs by adhering to Global Check Service contractual procedures







ARC'S EQUIPMENT



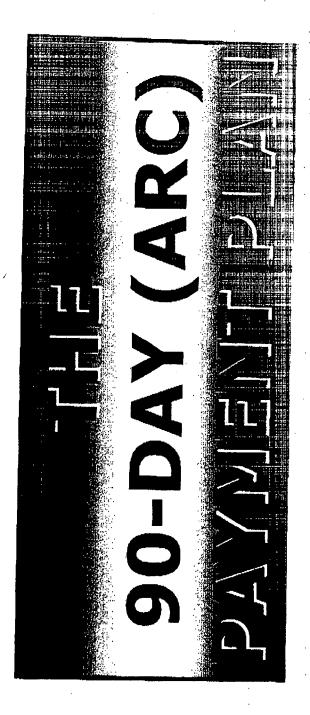
Check Imagers

This equipment scans and takes a picture of the checks.
The images are sent to Global Check Service.

Nurit Terminals

This equipment stores
the conversion dates,
check amounts, and
customer's I.D. information.
The terminal sends all the
data to Global Check Service
for approvals.





BROUGHT TO YOU BY:

SLOBAL CHECK

NACHA

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CHECK& PATHERT

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is the leader in the check protection industry. Since chousands of businesses 1994 they have served throughout the Canada



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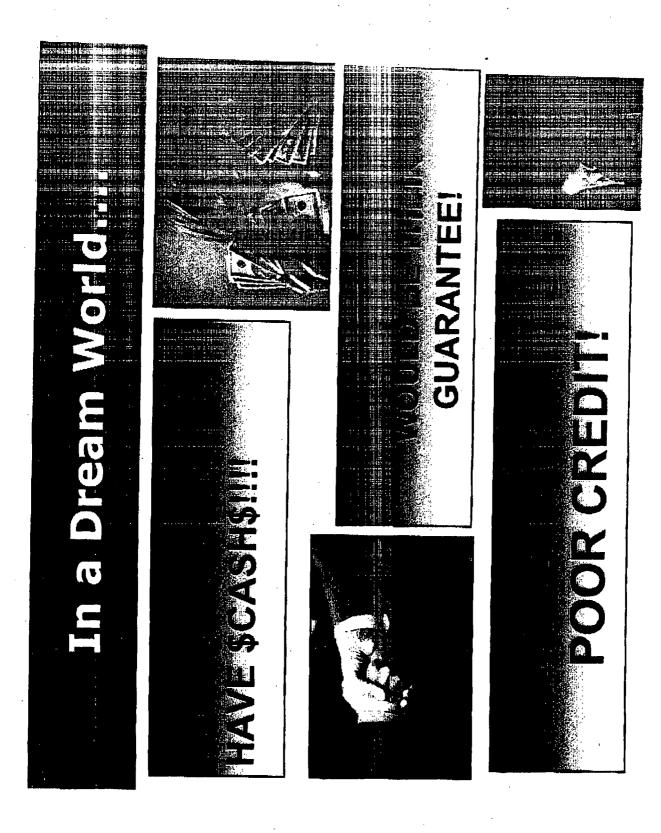
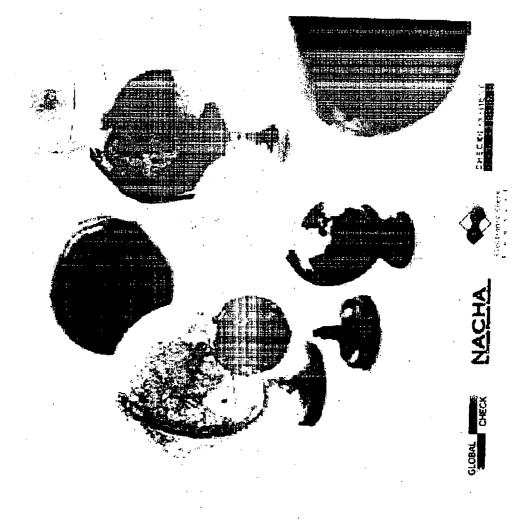


EXHIBIT 2 PAGE 28



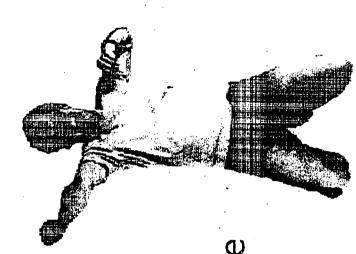
THAT'S WHY GLOBAL CHECK SVC CREATED...

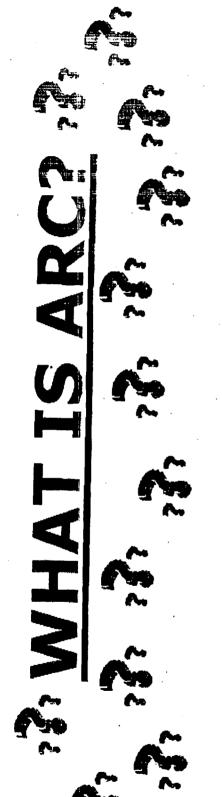
EXHIBIT 2 PAGE 29

Filed 06/02/2008

The (ARC) Payment Plan

service via Account Receivable The (ARC) Payment Plan is a customer 90-days payment option on your product or program that allows your Conversion (ARC)





programmed to ACH your customer's bank Accounts Receivable Conversion (ARC) account for the agreed upon dates and is a recurring payment that is amounts.

- No Credit Checks to your Customers!
- 90% of no or bad credit customers are approve
 - Funds are Guaranteed to you...the merc
- Easy to set up, No Hassles!
- ers "Decline Great financing alternative for custon from your traditional finance compa
- refinancing their home or has no interest in adding to Also, great for customers who are beving or

EXHIBIT 2 PAGE 32

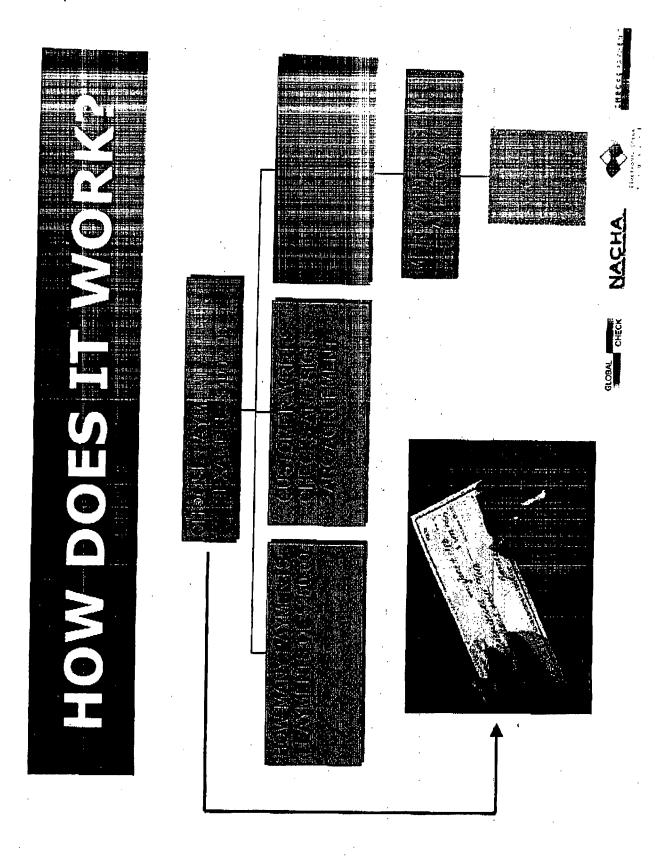
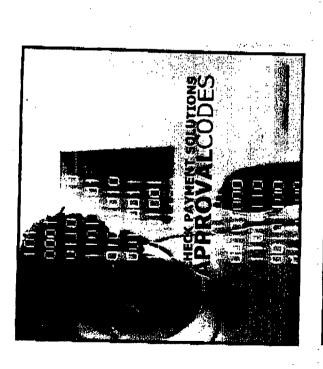


EXHIBIT 2 PAGE 33

There are 3 different codes, "G" Code, "V" Code and "D" Code.



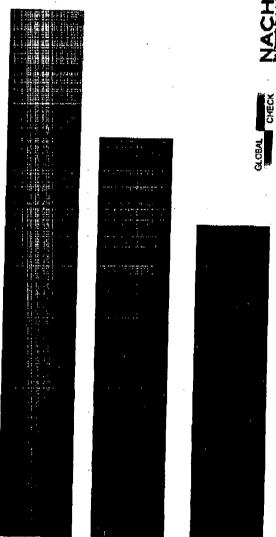
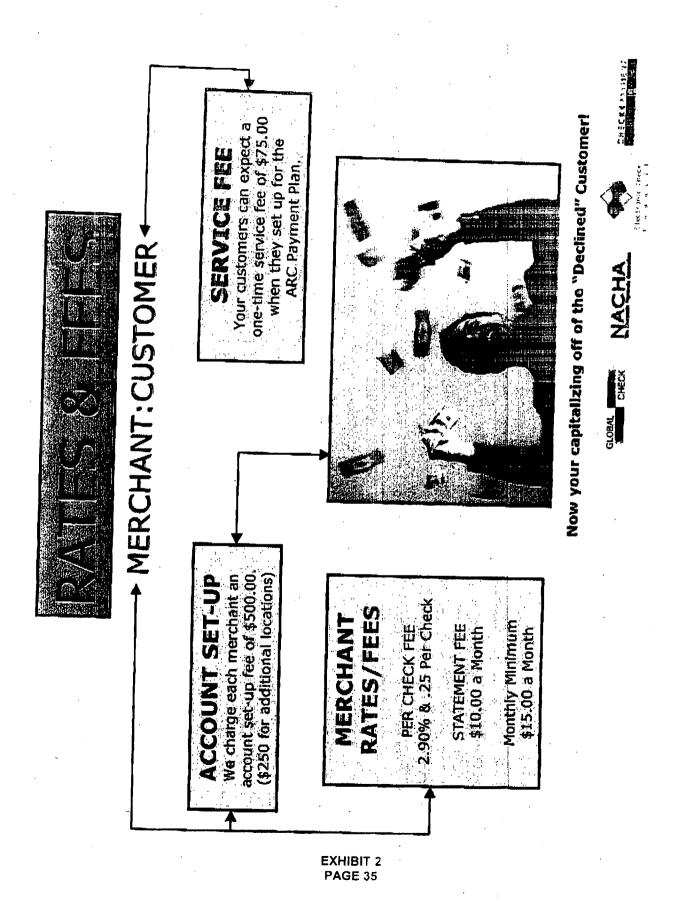
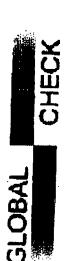


EXHIBIT 2 PAGE 34



HANK



266 S. MAGNOLIA # 201/202

EL CAJON, CA 92020

(P) 800-988-6221 (F) 800-961-2219

www.globalcheck.com

support@globalcheck.com



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VISIT OUR SITE:

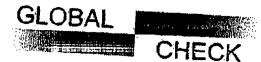


CHECK



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EXHIBIT 4



266 S. MAGNOLIA AVE # 201 EL CAJON, CA 92022 800-988-5221 fax 800-961-2219

JPA FURNITURE INC. 5380 W. BELL RD. STE. 154 GLENDALE, AZ 85308

This letter is to introduce new procedures and changes to the existing ARC program. The intent is to provide the level of service you desire. Many merchants expressed an opinion that the current program does not fit the needs of the stores using it. A few of those were the returns were too restrictive in so far as the claims procedures. Another was the issue of guaranteed items versus nonguaranteed items. The original intent of the program was to provide a finance option for customers who's credit rating was not in question. It appears it is primarily being used for customers who are not able to qualify for traditional financing. With that the risk is substantially higher. What we came up with is a simpler process and the near removal of V code items. In order to provide the desired level of service some changes were made to procedures and pricing. These are outlined below. These changes will go into affect Nov 1st.

PROCEDURE CHANGES.

- 1. We will be communicating with you more. With each document you send you will receive a confirmation fax in return. The return fax will confirm receipt of what you sent along with any
- 2. The Customer ARC Contract will be required. This form can be retrieved directly from www.globalcheck.com under the Merchant section. If you would like it to contain your company logo please contact us directly and we will arrange that for you. This form will need to be sent to us when we contact you about a claim.
- 3. More time will be given for you to respond to requests for information.
- 4. Higher return rates will be allowed prior to it affecting the guaranteed status of your claims.
- 5. Unless a check is forced through there will no longer be V codes attached to a transaction.
- 6. A new instruction card is available. This can be downloaded from www.globalcheck.com. Please refer to this for important information concerning procedures to be followed.

PRICING CHANGES.

- 1. The current rate will increase by 3.7% This is to cover the cost of providing the level of service desired.
- 2. The monthly fee will increase \$5.00 for those merchants who have been on service over a
- 3. The monthly minimum will increase \$5.00 for those merchants who have been on service over a year.

EXHIBIT 5

JPA Furniture Inc

November 1st, 2007

Global Check 266 S. Magnolia Ave 2nd Fl. El Cajon, Ca 92020 Tracy Brown

re: Acct # 14465708

Effective today November 1st 2007 we will no longer utilize the ARC- 90 day program and check conversion, as agreed in our contracts. We will not pay any cancellation fee; the rate increase that you have made is not feasible for us or our customer to bear.

Our Merchant Number is as follows: Company name is JPA Furniture Inc.

Mesa account #: 14465708

We expect you to honor all previous ARC deposits, at the fees that were agreed to.

Any additional charges or fees that are deducted from our accounts will be in direct violation of our contract, and will be dealt with accordingly.

We will continue to provide you with any and all information requested to help with collections of any

Please fax a letter of acceptance for the termination of our ARC program and Check Conversion Processor

Fax documentation directly to: Mesa fax- 480-615-1155

Your prompt response is greatly appreciated.

Thank You,

Pamela Allara

Owner

1860 w. broadway rd, mesa az 85202 • p. 480 615-0346 • f. 480 615-1155 • info@the99dollarfurniturestore.com

Document 1

Filed 06/02/2008



SJS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

the civil docker sheet. (She INSTRU	CTIONS ON THE REVERSE OF THE FORM.)	save states in selection desired for the use of the Clerk of Court for the purpose of initiating	1
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(b) County of Residence of Fir	st Listed Plaintiff Mesa, Arizona	County of Residence of Nest Listed Defendant 15 1 San (Diego)	
(EXCEPT	T IN U.S. PLAINTIFF CASES)	(IN U.S. PLAINTIFF CASES ONLY)	
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(c) Attorney's (Firm Name, Addre	The state of the s	Attorne∮s (If Known)	•
ngeles, CA 90025; Tel. 310	04 Santa Monica Bl., #109, Los 0-442-7755; Fax: 310-442-7756	.	
II. BASIS OF JURISDICT	'ION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES(Place an "X" in One Box for Plaintiff (For Diver fity Cases Only) and One Box for Defendant)	
☐ 1 U.S. Government ' ☐ Plaintiff	3 Federal Question (U.S. Government Not a Party)	(For Diversity Cases Only) PTF DEF Citizen of This State	
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Defendant	(Indicate Citizenship of Parties in Item III)	of Business In Another State	
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V. ORIGIN St 1 Original Proceeding (Place an "X" 2 Remove State Co		4 Reinstated or 5 Transferred from another district (specify) Appeal to District Multidistrict Litigation Appeal to District Litigation Appeal to District Magistrate Litigation	
VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you a CA Business & Professions Co	age filing (Do not the inrisdictional statutes unless diversity): de 8 17200; CA Civil Code 1750 et. seq.	
VI. CAUSE OF ACTION	Brief description of cause: Violations of the CA Unfair Com	npetition Law, CA Civil Remedies Act, Breach of Contract, etc.2名 しら	.C. 133
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS IS A CLASS ACTIQ UNDER F.R.C.P. 23	DEMANDS CHECK YES only if demanded in complaint: Unknown at this time. JURY DEMAND: STYES, INC.	
VIII. RELATED CASE(S) IF ANY	(See instructions): JUDGE	DOCKET NUMBER	
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